

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b> Finn Partners, Inc 301 E. 57th Street New York, NY 10022	<b>2. Registration No.</b> <div style="font-size: 2em; text-align: center;">6212</div>
<b>3. Name of Foreign Principal</b> Jamaica Tourist Board	<b>4. Principal Address of Foreign Principal</b> 64 Knutsford Blvd, Kingston 5

**5. Indicate whether your foreign principal is one of the following:**

☒ Foreign government  
☐ Foreign political party  
☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant  
     Tourist Board Act of Jamaica

b) Name and title of official with whom registrant deals  
     John Lynch, Director of Tourism

**7. If the foreign principal is a foreign political party, state:**

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 05, 2014	Gail Moaney Exec VP	/s/ Gail Moaney eSigned

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Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Finn Partners Inc.

2. Registration No.

6212

3. Name of Foreign Principal

Jamaica Tourist Board

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide Public Relations and Marketing Services

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Media liason

Create promotional material

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 05, 2014	Gail Moaney	/s/ Gail Moaney eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**AGREEMENT FOR PUBLIC RELATIONS SERVICES**

AN AGREEMENT made the 18<sup>th</sup> Day of June In the year Two Thousand and Twelve (2012) BETWEEN the JAMAICA TOURIST BOARD, a body corporate established and existing under and by virtue of the Tourist Board Act of Jamaica, having its office at 64 Knutsford Boulevard, Kingston 5, in the Parish of St. Andrew (hereinafter called "the Board") of the ONE PART and FINN PARTNERS, A business unit of Ruder Finn Group, Inc., a body corporate having its offices at 301 East Fifty-seventh Street, New York, New York 10022, USA, (hereinafter called " Finn Partners") of the OTHER PART.

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. Engagement of Services**

- (a) The Board hereby engages Finn Partners to provide, and Finn Partners agrees to provide, public relations and marketing services more particularly set out in the Schedule hereto (hereinafter called "the services") in the territory designated in the said Schedule (hereinafter called "the designated territories").
- (b) The Term of this Agreement shall be for a period of five (5) years, commencing on the 1<sup>st</sup> day of April 2012, and expiring on the 31<sup>st</sup> day of March 2017 unless terminated sooner by either party in accordance with Clause 17. Thereafter, both parties will have the option to renew this Agreement, with the number of years of the renewal to be agreed upon by both parties, on the same terms and conditions except for this provision for renewal and at rates to be agreed for the Services. The option to renew shall be exercisable only if both parties have duly complied with the terms and conditions herein stated, and subject to the necessary approvals having been granted by the relevant Government Agencies.
- (c) After the renewal period the Agreement shall remain in force and effect unless and until terminated by the giving of three (3) months notice by either party in writing

hereunder outlined and shall at all times act in the best interests of the Board.

- (b) Finn Partners undertakes not to act during the continuance in force of this Agreement in the capacity of Public Relations Firm for any other Caribbean Tourism Board client. The Board in turn reserves the right to engage the services of any other marketing communications company.
- (c) Finn Partners acts in all its contracts as a principal at law.

### 3. Compensation

In consideration of the services to be rendered hereunder (see details in Attachment A "Core Programme") the Board shall pay to Finn Partners US\$996,000 per annum in equal installments on a monthly basis of US\$83,000.00 (inclusive of administrative out-of-pocket expenses of US\$6,000.00). Billing of this fee will be on the first day of each month in arrears, and will be due 45 days after the invoice date. Administrative out of pocket expenses include such items as telecommunications, photocopies, local transportation, postage, and overnight delivery.

### 4. Secrecy

- (a) Finn Partners shall not (except in the proper performance of its duties hereunder) during or after the termination of this Agreement disclose to any person or legal entity whatsoever any information relating to property and/or material belonging to the Board (whether prepared by Finn Partners or supplied to Finn Partners) which it has or shall hereafter come into its possession, custody or control, and will take every reasonable precaution to safeguard any property entrusted to its care and will be liable in damages for any loss or damage as a result of its negligence.
- (b) Finn Partners shall impose the same obligations on its personnel and shall obtain written assurances from any third party to whom information has to be disclosed in order to enable Finn Partners to carry out its obligations under this Agreement.

### 5. Ownership

All materials, slogans, promotional or creative themes and artistic or literary characterisations paid for by the Board whether or not used in any marketing

the services provided to the Board under this Agreement. Appropriate elements of Finn Partners' Cost Accounting System will be made available to the Board except those reports or records dealing with individual salary information.

- (b) Finn Partners shall maintain in its Head Office proper books of account and all receipts in relation to work being done for the Board which shall be available upon request for inspection in its Head Office by any person duly authorised by the Board.

#### **7. Indemnity**

- (a) Finn Partners shall exercise due diligence in the preparation and execution of the Board's public relations and Finn Partners agrees to indemnify the Board for any loss resulting from or arising out of any publication, distribution or dissemination of information by Finn Partners where such loss is due wholly or in part to the negligence of Finn Partners, its servants and or agents.
- (b) The Board agrees to indemnify Finn Partners against any claim or other charges, including reasonable Attorneys' fees, as a result of legal liability arising against Finn Partners arising out of the publication, distribution, or dissemination of information by Finn Partners prepared for the Board and approved in writing by the Board before such publication or distribution; PROVIDED THAT the Board shall not be obliged to indemnify Finn Partners to the extent that such claim or charge is due to the negligence or professional misconduct of Finn Partners, its officers, employees, affiliates or agents.

#### **8. Limitation of Liability**

Nothing in this Agreement shall exclude or in any way limit Finn Partners' liability for fraud or for death or personal injury caused by its negligence or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

#### **9. Insurance**

- (c) Professional indemnity insurance including advertising liability insurance with a limit of \$1 million per claim.
- (d) Employer's liability insurance, comprehensive general liability insurance.
- (e) At the request of the Board, Finn Partners shall provide the Board with documentation as necessary to prove continuing compliance with this provision to insure.

**10. Out of Pocket Expenses**

- (a) In addition to the consideration paid for the services to be performed by Finn Partners under this Agreement, the Board agrees to reimburse Finn Partners on a timely basis at cost for out of pocket expenses other than administrative expenses as set forth in Clause 3 (as defined in sub-clause (b) below) incurred by Finn Partners during the Term or any subsequent Term.
- (b) The Out of Pocket Expenses covered by this Clause shall include but shall not be limited to the costs of necessary staff travel expenses, Media Monitoring, Social Media incurred by Finn Partners on behalf of the Board and this Agreement. Finn Partners shall not incur any overseas travel expenses on the Board's account unless the prior approval of the Board is obtained.

**11. Production Expenses for Special Projects**

- (a) In addition to the consideration paid for the services to be performed by Finn Partners under this Agreement, and in addition to reimbursement for Administrative Expenses, the Board shall reimburse Finn Partners on a timely basis at cost (as set forth in sub-clause (b) below) for Production Expenses (as defined in sub-clause (c) below) incurred by Finn Partners during the Term or any subsequent term, for approved special projects.
- (a) Production Expenses for or on behalf of or for the benefit of the Board shall be billed at cost on a monthly basis as such expenses are incurred. Finn Partners shall not incur any expenses on the Board's account unless the prior approval of the Board is obtained.



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- (c) Expenditures of US\$300 and over will be charged directly to the Board by the supplier. These charges will apply only to major expenditures incurred by Finn Partners on behalf of the Board, and with the prior approval of the Board, of such items as art, photography, design, printing, films or television productions.

## **12. Additional Services**

- (a) All additional work done by Finn Partners on projects other than or beyond the services specified herein, shall be estimated in advance and the Board advised of such estimate, and no work chargeable to the Board will commence without written approval of the Board and all billing in respect of the additional work shall be estimated in advance as regards fees and expenses or shall be granted as a flat, all-inclusive fee, and the Board advised of such estimate so as to enable the Board to more efficiently plan its cash flow. Any expense incurred not previously approved by the Board shall at the option of the Board be payable to Finn Partners.
- (b) Any other expenses for or on behalf of or for the benefit of the Board not delineated by Finn Partners' Programme and budget as agreed to by the Board shall not be incurred without the prior approval of the Board.
- (c) No affiliate will be used by Finn Partners in providing its services hereunder unless the Board gives its written approval, and Finn Partners agrees that the Board will not be responsible for any matter arising out of the relationship between Finn Partners and its affiliate except as otherwise agreed.
- (d) Any additional services provided by Finn Partners will be billed as performed on a monthly basis in the amount agreed in writing in advance with the Board.
- (e) All monthly billings for the agreed additional services will be done by invoice setting out the work for the month, and out-of-pocket expenses will be supported and evidenced by vouchers for such expenditure.

## **13. Financial Terms**

It is understood by the parties here that all financial terms of this Agreement are denominated and calculated in United States Dollars.

**15. Care of Property**

Finn Partners will take every reasonable precaution to safeguard the Board's property which may be entrusted to its care and will be held responsible for loss, damage, destruction as a result of Finn Partners' negligence and agrees that it will, at all times during the duration of this Agreement or Agreement as extended and thereafter, not reveal either by itself or its employees any and all information communicated or transmitted to it by the Board or agency of the Government of Jamaica which is of a confidential nature.

**16. Termination**

This Agreement may, at any time, be terminated under the following conditions:

- (a) Either party may give the other three (3) months or ninety (90) days' notice in writing of its intention to terminate this Agreement. The duties, responsibilities and rights of Finn Partners shall continue during the period; PROVIDED THAT subject to Clause 19 below, the Board reserves the right upon or subsequent to the giving of such notice to request Finn Partners not to carry out further public relations and marketing services and shall then be free to have all or any part of its public relations and marketing services carried out by other persons, organisations or otherwise; PROVIDED THAT the Board thereafter continues to pay Finn Partners the compensation stated at Clause 3 of this Agreement, excluding the payment of Administrative expenses, until such time as this Agreement is no longer in effect.
- (b) Without prejudice to any other remedies the Board may have against Finn Partners and Finn Partners against the Board, both parties shall have the right at any time to terminate forthwith this Agreement by giving notice in writing based on any of the following events:-
  - (i) If either party commits a breach of the terms and the conditions of this Agreement
  - (ii) If Finn Partners enters into liquidation whether compulsory or voluntary or is adjudicated bankrupt or compounds with its creditors or takes or suffers any similar action in consequence of debt;
  - (iii) If for any cause except for acts of God or any civil disturbances

**17. Expenses upon Termination**

- (a) Upon termination of this Agreement, any non-cancellable contracts, materials, or services which have been committed for the Board's account (or any incomplete work previously approved by the Board) shall be paid for by the Board in accordance with the provisions of this Agreement. Finn Partners shall transfer, assign and make available to the Board or the Board's representative all property and materials in Finn Partners' possession, custody or control belonging to and paid for by the Board.
- (b) At the end of this Agreement the account of the Board with Finn Partners shall be settled by the parties within three (3) months thereof, and a letter of confirmation shall be given to the Board by Finn Partners stating that the account of the Board has been settled in full.

**18. Delivery up of Documents**

Finn Partners shall upon termination of this Agreement and upon the settling of all accounts deliver up to the Board all correspondence, documents, specification papers and property belonging to the Board which may be in its possession or under its control.

**19. Survival of obligation on termination**

The following Clauses shall survive the end of this Agreement: Clause 4, 7, 8, 16, 17, 18, 19

**20. Waiver**

The failure of the Board to enforce or to exercise at any time or for any period, any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect the Board's right to enforce or exercise it at a later date.

**21. Severance**

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which

**22. Assignment**

Finn Partners shall not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the Board such consent not to be unreasonably withheld.

**23. Sole Agreement**

This Agreement constitutes the entire agreement and understanding of the parties and shall take effect in substitution of all previous Agreements and arrangements whether written, oral or implied between the Board and Finn Partners. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of both parties.

**24. Work for Government of Jamaica**

Although the Board is an arm of the Government of Jamaica, the parties hereby record their express Agreement that all work, billings, charges and expenses incurred by Finn Partners in connection with the work done by it on behalf of the Board shall, unless otherwise directed by the Government of Jamaica, be treated as having been done for the Board as a distinct and separate entity with no liability whatsoever to the Government of Jamaica.

**25. Notice**

- (a) Any demand or notice under this Agreement may be properly and effectually made given and served by either party on the other party at any time by letter or other instrument in writing signed on behalf of the party giving such notice or demand by any director manager assistant manager or officer or by its Attorney-at-law and addressed to and sent by pre-paid registered post or courier service or via telephonic facsimile, as may be reasonable given the circumstances, to the address of the other party as expressed herein or to such other address as that party shall have been previously notified in writing as the address for service of the other party.
- (b) Any such notice or demand sent by registered post as aforesaid shall be deemed to have been served on the tenth day following the day of posting at any post office.

**27. Dispute Resolution**

Any dispute, difference or question which may arise at any time hereafter between the Board and Finn Partners touching this Agreement or the rights and liabilities of the parties hereto shall, unless otherwise herein expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the parties, or if the parties are unable to agree on an arbitrator within 14 days, by an arbitrator to be appointed at the request of either party, by the President of the Jamaican Bar Association in accordance with and subject to the provisions of the Arbitration Act of Jamaica, or any statutory modifications or re-enactments thereof for the time being in force. The venue for such arbitration shall be Kingston, Jamaica.

## **SCHEDULE**

### **(The Services)**

**1. Primary Role & Function:**

Finn Partners shall be responsible for the development and implementation of core public relations for the Jamaica Tourist Board in The Americas (North, South and Central), (hereinafter called "the designated territories"), evaluation and development, for the Board's consideration, of major events and programmes which will ensure positive media coverage for the destination in the designated territories.

**The responsibilities of Finn Partners shall include but are not limited to:**

- Media liaison, creation and dissemination of public relations and promotional material, and development of initiatives designed to create and maintain a positive profile for Jamaica.
- Maintaining a regular schedule of visits to and necessary coverage of regional markets to ensure proper input and participation in all publicity and promotional activities with JTB field personnel.

**2. Finn Partners hereby undertakes and agrees:-**

With the Board that it shall at all times during the continuance in force of this Agreement observe and perform the terms and conditions set out in this Agreement and in particular:-

- (a) shall allocate staff time for the efficient carrying out of the services on behalf of the Board, which time will be spent on, *inter alia*, counseling, creating, planning and working on specific public relations and marketing projects, writing and distributing press releases and representing the Board to various segments of the public throughout the designated territories;
- (b) shall use at all times its best endeavours to promote Jamaica throughout the designated territories by means of publicity campaigns, public relations, personal visits to and correspondence with persons and firms, and by advertising and distribution of printed matter subject to the specific prior approval of the Board;

(c) shall give its professional assistance and advice to the Board

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- (e) on the occasion of visits by the Minister responsible for Tourism, Government or Tourist Board officials or such other persons as directed by the Board or the Minister aforesaid to the designated territories, shall arrange all press conferences, appearances on TV and radio, receptions and other functions for such persons;

3. Finn Partners further covenants and agrees:-

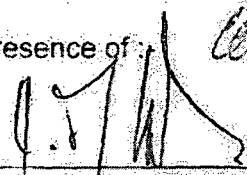
- (a) That it shall on a full-time working day-to-day basis provide its own public relations and marketing personnel at its offices in New York or elsewhere as the need arises and shall in addition from time to time and if required or requested by the Board send consultants of varying expertise (as may be required) to Jamaica for fixed periods in respect of the work to be done by it for the Board pursuant to this Schedule.
- (b) That it shall, in writing to the Board within one month of the end of every three months (commencing three months after the commencement date hereof) report upon the conduct and development of its work in relation to promotion of Jamaica's tourism during the period and generally upon promotional programmes throughout the designated territories together with its reasoned views on prospects therein in the immediate future. Finn Partners shall also make such interim special reports on any of these matters as the Board may from time to time require.

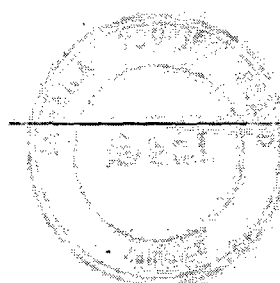
IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first hereinbefore written.

Executed under the Common Seal  
of JAMAICA TOURIST BOARD

by JOHN D. LYNCH Director of Tourism

in the presence of:

  
Date: June 26<sup>th</sup> 2012



Executed by Finn Partners as a business unit )  
of RUDER FINN Group, INC. under its common Seal)